

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_ day of \_\_\_\_\_, 2017,  
by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**COLLEGE SUMMIT, INC.**  
(hereinafter referred to as “College Summit”),  
whose principal place of business is  
1763 Columbia Road, NW, 2<sup>nd</sup> Floor, Washington, D.C. 20009

**WHEREAS**, based on proven research and extensive experience, College Summit provides services intended to train, deploy, and coach teams of high school students to boost college preparation and enrollment across the entire school through the implementation of student-led postsecondary planning campaigns; and

**WHEREAS**, College Summit offers access to an optional Digital Curriculum for educators to use with all students in the school, which is a downloadable set of lesson plans and activities that can be implemented in a variety of ways to engage and support students in postsecondary planning; and

**WHEREAS**, SBBC will provide College Summit with aggregate data on the total number of campaign activities and events conducted by Peer Leader Teams (students) and the total number of postsecondary applications submitted by students as a result of such efforts; and

**WHEREAS**, SBBC has a need to offer this system to schools which it operates; and

**WHEREAS**, SBBC and College Summit agree that College Summit reserves the right based on tested best practices to make enhancements or modifications to the offering and delivery of its services in accordance with the current College Summit system and fee structures; and

**WHEREAS**, SBBC and College Summit have agreed that the results from the implementation of system under this Agreement will be impaired significantly if parties do not adhere to the mandatory requirements outlined herein; and

**WHEREAS**, SBBC and College Summit have agreed to fully implement College Summit, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School/District and College Summit agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2018. This Agreement may be renewed upon the written Agreement of both parties for two (2) additional one (1) year periods.

2.02 **College Summit Deliverables.** College Summit shall deliver during the Term the products and services below, hereafter known collectively as the “College Summit Program.”

- A. Provide criteria for the identification and engagement of the following:
  - i. For each school listed in **Exhibit A**, at least one (1) PeerForward Advisor (SBBC educator) from the school to support implementation of the College Summit Program in their school. If purchasing multiple teams, each school can elect to either have one PeerForward Advisor per team or support multiple teams with a single PeerForward Advisor. The PeerForward Advisor is an adult staff from the school who helps to ignite student-driven change and student ownership by providing inspiration, support, and guidance to the students on the Peer Leader Team. Clarifying language has been added to this clause.
  - ii. For each Peer Leader Team enumerated in Exhibit A, four (4) 12th graders and four (4) 11th graders from the school who will serve as the Peer Leader Team throughout the 2017-18 Academic Year. If the program is renewed for subsequent academic years, four (4) 11th graders each year would continue on the Peer Leader Team as 12th graders the next year, and four (4) new 11th graders would be identified to join them.

- B. College Summit Program Staff conduct an on-boarding meeting (in-person or video conference) with the Principal or administrative lead and the PeerForward Advisor of each school listed in Exhibit A.
- C. Prior to Training Workshop for which school has been scheduled, College Summit Program Staff conduct an on-boarding meeting (in-person, or by video conference or teleconference) with the PeerForward Advisor(s) identified for each school and the four (4) 12<sup>th</sup> grade members of each Peer Leader Team enumerated in **Exhibit A**.
- D. Design, organize, and run a residential College Summit Training Workshop (the “Training Workshop”) to be attended by the four (4) 12<sup>th</sup> graders per Peer Leader Team for each school listed in **Exhibit A** and at least one (1) PeerForward Advisor per school identified using the criteria referenced above for the purpose of training these students and their PeerForward Advisor(s) to implement the College Summit Program in their school.
- E. Provide to the PeerForward Advisor(s) program implementation resources and signaling materials to be distributed to the Peer Leaders at the start of the academic year, which can be used to promote program activities and goals throughout the entire school. These resources include a campaign playbook for the Advisor(s) and Peer Leaders to guide them to develop and execute successful postsecondary planning campaigns. Signaling materials may include posters, shirts, or other branded items that promote college and career planning.
- F. By November 15, 2017 provide each school with access to the Digital Curriculum for educators to use with all students in the school, regardless of the number of Peer Leader Teams. Access expires June 30, 2018.
- G. Conduct a one-day Fall Training Camp and a one-day Spring Training Camp for all Peer Leaders and the PeerForward Advisor(s). These sessions may be delivered in a joint event including Advisors and Peer Leaders from nearby participating high schools, depending on their geographic proximity.
- H. Provide support and resources for the Peer Leader Team(s) and PeerForward Advisor(s) to collect data needed to monitor progress toward program goals.
- I. During the Term, College Summit Program Staff conducts regularly scheduled check-ins by videoconference or teleconference to share best practices, motivate, and coach the PeerForward Advisor(s) and Peer Leader Team(s) in the pursuit of their campaign goals.

2.03 **SBBC Requirements.** SBBC agrees to perform the following mandatory activities associated with the College Summit Program during the Term.

- A. Identify the following:
- i. For each school listed in **Exhibit A**, at least one (1) PeerForward Advisor from the school to support implementation of the College Summit Program in the school. If purchasing multiple teams, each school can elect to either have one PeerForward Advisor per team or support multiple teams with a single PeerForward Advisor.
  - ii. For each Peer Leader Team enumerated in **Exhibit A**, identify four (4) 12th graders and four (4) 11th graders from the school who will serve as a Peer Leader Team throughout the 2017-18 Academic Year. If the program is renewed for subsequent academic years, the four (4) 11th graders each year would continue on the Peer Leader Team as 12th graders the next year, and four (4) new 11th graders would be identified to join them.
  - iii. After the PeerForward Advisor(s) and (8) Peer Leader Team members have been identified each Academic Year, they will complete a registration process which includes providing basic demographics, contact information, health emergency information, and parental consent (where appropriate). SBBC must obtain written consent from the parent or student age 18 or over prior to disclosing personally identifiable information from education records to College Summit.
- B. Ensure that the appropriate technology is available for video conference check in calls with College Summit Program Staff.
- C. Ensure that Principal or administrative lead of each school listed in **Exhibit A** participates in an on-boarding meeting (in-person or via videoconference or teleconference) with College Summit Program Staff.
- D. Collaborate with College Summit Program Staff to set up a schedule for resource and material distribution (to support program implementation), regular check-ins, and make every effort to adhere to the schedule or give College Summit as much notice as possible if rescheduling is necessary.
- E. Adhere to the submission deadlines in the data reporting process (see section 2.03 L for the types of data). During their on-boarding meeting, participating schools are trained on this data reporting process which supports their pursuit of the college-going campaign goals SBBC has set. This training content is provided in **Exhibit B**.
- F. Prior to Training Workshop for which school has been scheduled, ensure that for each school listed in **Exhibit A** the PeerForward Advisor(s) and the four (4) 12<sup>th</sup> graders that have been identified for each Peer Leader Team enumerated in

**Exhibit A** participate in an on-boarding video conference or teleconference with College Summit Program Staff.

- G. Ensure that the four (4) 12th graders that the school has identified for each Peer Leader Team enumerated in **Exhibit A** and the PeerForward Advisor(s) that has been identified for each school listed in **Exhibit A** attend the Training Workshop for which school has been scheduled.
- H. Within the first 30 days of the start of the 2017-18 Academic Year, ensure that the PeerForward Advisor(s) distribute materials to support and promote program implementation activities and goals to all eight (8) members of each Peer Leader Team.
- I. Ensure that the PeerForward Advisor(s) and all eight (8) members of each Peer Leader Team participate in a one-day Fall Training Camp and a one-day Spring Training Camp with College Summit Program Staff, to be scheduled during the school week, on a date to be jointly determined by the PeerForward Advisor(s) and College Summit Program Staff.
- J. If **Exhibit A** indicates that the SBBC has purchased the Digital Curriculum, ensure it is available for educators to use with all students in the school easily and flexibly without the ongoing support of College Summit. A school's Digital Curriculum access may not be shared with any students or educators outside of their school.
- K. Throughout the 2017-18 Academic Year, ensure that the PeerForward Advisor(s) and all eight (8) members of each Peer Leader Team participate in regularly-scheduled coaching sessions with College Summit Program Staff.
- L. Throughout the 2017-18 Academic Year, gather the following aggregate data for the purpose of tracking progress toward achieving the college-going campaign goals SBBC has set:
  - a. Total number of seniors in the school
  - b. Number of seniors completing 1 or more College Application
  - c. Number of seniors completing 3 or more College Applications
  - d. Number of Application Campaign Activities Completed
  - e. Number of FAFSA Campaign Activities Completed
  - f. Number of 9th Grade Campaign Activities Completed
  - g. Number of 10th Grade Campaign Activities Completed

h. Number of 11th Grade Campaign Activities Completed

- M. Ensure that the principal or administrative lead meets with the PeerForward Advisor(s) and Peer Leader Team(s) regularly during the school year to learn about the progress of the school's program activities.
- N. As a partner, work with College Summit to ensure compliance with this Agreement during Term.

2.04 **Payment Terms.** The total value of College Summit's services to SBBC in the 2017-18 school year is outlined in **Exhibit A**. These fees are being fully subsidized by philanthropy. SBBC shall not pay for any of these fees referenced in **Exhibit A**.

2.05 **Inspection of College Summit's Records by SBBC.** *College Summit* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *College Summit's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *College Summit* or any of *College Summit's* payees pursuant to this Agreement. *College Summit's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *College Summit's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **College Summit's Records Defined.** For the purposes of this Agreement, the term "*College Summit's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *College Summit's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years

after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *College Summit* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *College Summit* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *College Summit's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *College Summit* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *College Summit's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *College Summit* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *College Summit*. If the audit discloses billings or charges to which *College Summit* is not contractually entitled, *College Summit* shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *College Summit* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *College Summit* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *College Summit* pursuant to this Agreement and such excluded costs shall become the liability of *College Summit*.

(h) Inspector General Audits. *College Summit* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Mr. Robert Runcie  
Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Ralph Aiello  
Director of School Counseling & BRACE Advisement  
The School Board of Broward County, Florida  
1400 NW 14<sup>th</sup> Court  
Fort Lauderdale, FL 33311

To College Summit: Jo Smith, President & COO  
College Summit, Inc.  
1763 Columbia Road, NW, 2<sup>nd</sup> Floor  
Washington, D.C. 20009

2.07 **Insurance Requirements:** College Summit shall comply with the following insurance requirements throughout the term of this Agreement.

A. **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

B. **Professional Liability/Technical Errors & Omissions.** Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.

C. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

D. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

E. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

F. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required



documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

G. Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

H. Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

I. The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.08 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *College Summit*: *College Summit* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *College Summit*, its agents, servants or employees; the equipment of *College Summit*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *College Summit* or the negligence of *College Summit's* agents when acting within the scope of

their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *College Summit*, SBBC or otherwise.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers

and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. College Summit agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over College Summit.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Exhibits A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and

audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this MOU on the date first above written.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Abby M. Freedman, Chair

ATTEST:

Approved as to Form and Legal Content:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

\_\_\_\_\_  
Office of the General Counsel

**FOR COLLEGE SUMMIT**

(Corporate Seal)

*College Summit, Inc.*

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chooses to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as Identification and did/did not first take an oath. Type of Identification

My commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**Exhibit A  
PRICING AND SCHOOLS**

FL2017-18-001

Total Fees		
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA		
Total Number of Peer Leader Teams for Contract Term		3
	Per Peer Leader Team Pear Year	Total for All Peer Leader Teams for Contract Term
College Summit Program Implementation 2017-2018 School Year	\$13,500	\$40,500
Digital Curriculum**	\$667	\$2000
<b>Total Standard Price</b>	<b>\$14,167</b>	<b>42,500</b>
Fee subsidization by outside philanthropy	\$14,167	\$42,500
<b>Net Price</b>	<b>\$0</b>	<b>\$0</b>

\*1 Peer Leader Team Per Approximately Every 250 Seniors

\*\*\$1,000 per school annually

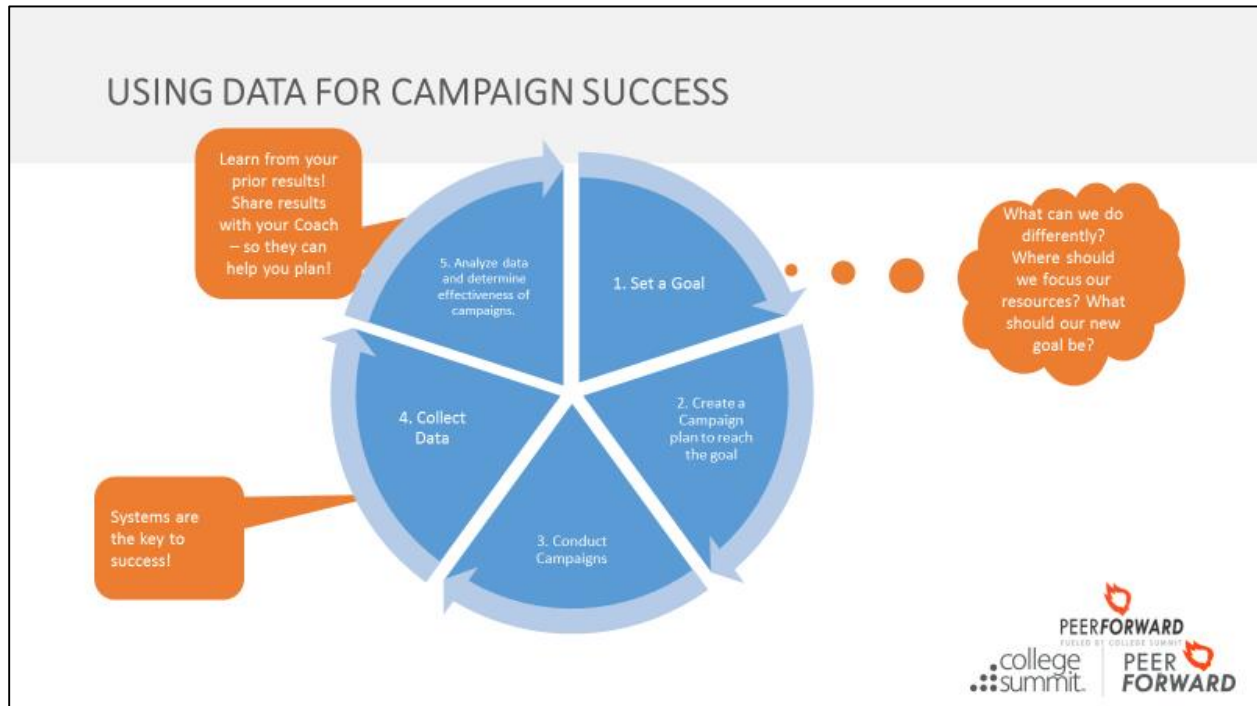
High School	Number of Peer Leader Teams*
Blanche Ely High School	1
Coconut Creek High School	2

Total High Schools =2

Grand Total Peer Leader Teams =3

\*1 Peer Leader Per Approximately Every 250 Seniors

## Exhibit B DATA REPORTING PROCESS



### Data Reporting Calendar

Data Type	Months to Collect Data	When Data is Reported to PeerForward Coach	How Data is reported to PeerForward Coach
School Demographics (number of students enrolled in each grade)	September	September	During goal setting meeting
College Application Campaign: Number of students submitting 1 and 3 college applications	October - April	October 31 <sup>st</sup> November 30 <sup>th</sup> December 31 <sup>st</sup> January 31 <sup>st</sup> February 28 <sup>th</sup> March 30 <sup>th</sup> April 30 <sup>th</sup>	Online form completed by the PeerForward Advisor
FAFSA Campaign: Number of Students completing the FAFSA	October - June	Data is collected weekly by College Summit.	Data is collected by College Summit from the DOE Financial Aid Website.
Postsecondary Plan Campaign: Number of students in 9 <sup>th</sup> -12 <sup>th</sup> grade completing a Postsecondary Plan	October - April	October 31 <sup>st</sup> November 30 <sup>th</sup> December 31 <sup>st</sup> January 31 <sup>st</sup> February 28 <sup>th</sup> March 30 <sup>th</sup> April 30 <sup>th</sup>	Online form completed by the PeerForward Advisor

PEER FORWARD

# Downloading data from the FAFSA DOE website.

## 1. Visit FAFSA Completion Homepage:

<https://studentaid.ed.gov/sa/about/data-center/student/application-volume/fafsa-completion-high-school>

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FAFSA® Completion by High School

2. Scroll to the bottom of the page, and choose your state from the dropdown menu. Click on the state name to download the statewide FAFSA spreadsheet.

Select FAFSA Data by State/Territory:

Florida

Go

3. Open the excel document and find your high school's name.

college  
summit.

PEER  
FORWARD

The screenshot shows a Google search results page for the query "fafsa completion by high school". The search bar at the top contains the text "fafsa completion by high school". Below the search bar, there are tabs for "All", "News", "Images", "Videos", "Maps", "More", "Settings", and "Tools". The search results show approximately 384,000 results in 0.54 seconds. The first result is "FAFSA® Completion by High School and Public School District ..." with a URL pointing to the FAFSA completion page. The second result is "FAFSA Completion Data Details | Federal Student Aid" with a URL pointing to the data details page. The third result is "FAFSA Completion Data | Federal Student Aid - Financial Aid Toolkit" with a URL pointing to the toolkit page. The fourth result is "School Data | Federal Student Aid" with a URL pointing to the school data page. The fifth result is "FAFSA® Completion by High School and Public School District". The Windows taskbar at the bottom shows the search bar and several application icons, including Edge, File Explorer, and Word. The system tray shows the time as 10:14 PM on 7/7/2017.

## FAFSA Collection: Completed VS. Submitted – DOE FAFSA

Name	City	State	Through April 22, 2016		Through April 22, 2015		Through June 2015		Through December 2015	
			Submitted	Complete	Submitted	Complete	Submitted	Complete	Submitted	Completed
Cesar Chavez High School	Willow Springs	NM	<5	<5	5	5	5	5	5	5
Willow Springs High School	Willow Springs	NM	101	89	103	97	106	100	113	105
Southwest Academy	Willow Springs	NM	6	6	<5	<5	<5	<5	<5	<5



## FAFSA Data Details

### Data Details:

- Click on FAQ's and Data Details to learn more about how the data is calculated.
- Please look for alternate names for your school. If you find your school has been listed more than once, please report them to DOE FAFSA at [HSFAFSA@ed.gov](mailto:HSFAFSA@ed.gov).

### Risks

- School serves mainly alternative population that isn't reflected in DOE numbers

### Contingencies

- Devise an alternate data collection method for tracking FAFSA completion.

